

Elaine Rom
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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Elaine Rom Case No: _____

A Pennsylvania Resident ,

Plaintiff

v

BMB Matrix LLC

A Delaware Corporation

Defendant

COMPLAINT

The Plaintiff Elaine Rom, (hereinafter the "Plaintiff") hereby files this Complaint against the Defendant BMB Matrix LLC, a Company incorporated under the laws of Delaware, having its principal place of business located at 1617 JFK Blvd 20th Floor Philadelphia, PA 19103 (hereinafter the "Defendant") and further state as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper in this case as the US District Courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Jurisdiction is therefore proper under 28 U.S.C. § 1332.
2. Venue is proper in this District pursuant to 15 U.S.C. §§ 15(a), 22 and 28 U.S.C. §§ 1391(b), (c), and (d) because, during the relevant period, Defendants resided, transacted business, were found, or had agents in this District.

3. This Court has *in personam* jurisdiction over the Defendant because the Defendant resides and transacts business in this District.

THE PARTIES

The Plaintiff

4. The Plaintiff Elaine Rom is an individual from Pennsylvania who owned online stores with both Amazon and EBay respectively. The Plaintiff contracted the online services of the Defendant BMB Matrix LLC for the purposes of boosting online sales with both Amazon and EBay respectively.

The Defendant

5. The Defendant BMB Matrix LLC holds itself out to be an industry leader in turnkey e-commerce store building and delivery. The Company claims entrepreneurs from all walks of life turn their dreams into reality. Further, the Company boasts that its turnkey stores allow customers to sell anything in the world almost immediately and that customers gain their freedom from the regular 9-5 job thereby removing barriers to online commerce and helps start more new businesses, accelerates the growth of existing businesses, and increases economic output and global trade.

STATEMENT OF THE FACTS

6. In Aug of 2023, the Plaintiff hired the Defendant BMB Matrix to open and operate an Amazon online store.(the Amazon Lite Plan which costs \$4,995.00).
7. On or about Aug 15, 2023 the Plaintiff's store was set up and selling and the Plaintiff paid \$2,129.97 for inventory of Plaintiff's store.
8. During the month of Sept, the Defendant BMB never shipped most of the purchases and Amazon froze any money owed to Plaintiff and deactivated the store and stated the store was fraudulent.
9. Plaintiff states the Defendant BMB Matrix then made representations that they would transfer the \$4,995.00 and \$2,129.97 to open an Ebay store.
10. Plaintiff states that approximately 2 weeks after they opened the Ebay store, the Plaintiff could see the Defendant BMB Matrix were doing the same thing, which was selling what the Plaintiff did not have and not refunding customers; subsequently the Plaintiff refunded the

orders and informed the Defendant BMB to close the Ebay store as it was going to ruin the Plaintiff's name with Ebay.

11. Plaintiff requested a refund and was contacted by Xavier, a representative from BMB Matrix and he stated that he would refund the Plaintiff, but needed time to liquidate inventory and could send the Plaintiff \$890.62 starting Jan 22, 2024 (a copy of the Agreement is hereto attached as Exhibit A) and every month thereafter until fully paid.
12. The Defendant BMB Matrix's representative then sent Plaintiff a photograph of the check on Jan 24 (attached as Exhibit B) after Plaintiff had contacted said representative asking for the payment which the Plaintiff never received.
13. Plaintiff adds further that the Defendant's representative text messaged Plaintiff on Feb. 8 and said that he would send the tracking number that day, but again, the Plaintiff did not receive it which led Plaintiff to form the notion that the Defendant BMB Matrix had no intentions whatsoever in paying the Plaintiff back.
14. Plaintiff asserts that she hoped to have this store to supplement her income as Plaintiff had lost her husband in July of 2023 and all Plaintiff had was social security.
15. Plaintiff states further that she sustained substantial loss of income because of the actions of the Defendant because of her Amazon store and equally her name being the subject of fraud which has caused Plaintiff severe emotional distress and mental anguish.
16. The Plaintiff in light of the foregoing, seeks total damages in the amount of \$77,,000 and as for causes of action, further states as follows:

PLAINTIFF'S FIRST CAUSE OF ACTION

Breach of Contract

17. Plaintiffs restate the facts and allegations in the preceding paragraphs and further allege as follows:
18. In Pennsylvania, a contract is an agreement between two or more parties that is enforceable by law. Contracts can be made orally or in writing, but certain types of contracts must be in writing to be enforceable.
19. To be enforceable, a contract should have the following elements, to wit:
 - Offer: One party must make an offer to the other party.
 - Acceptance: The other party must accept the offer.

Consideration: Each party must give something of value to the other party.

Mutual assent: Both parties must agree to the terms of the contract. In addition to these elements, certain types of contracts must be in writing to enforceable. These include contracts for the sale of real estate, contracts for the sale of goods for \$500 or more, and contracts that cannot be performed within one year. If one party breaches a contract, the other party may be able to sue for damages. Damages are intended to compensate the non-breaching party for their losses. The amount of damages that can be awarded will depend on the specific facts of the case.

20. Plaintiffs asserts that a valid contract existed between the Plaintiff, and the Defendant BMB Matrix to provide services to the Plaintiffs benefit, in exchange for the Plaintiff rendering \$7,000.
21. Plaintiff asserts further that the Defendants BMB Matrix failed to provide the Services as described in the Defendant's service agreement which is hereto attached as Exhibit A.
22. In light of the foregoing, the Plaintiffs claim damages for breach of contract in the amount of \$7,000.

SECOND CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH CONTRACT RELATIONS

23. Plaintiff restates the facts and allegations in the preceding paragraphs and further allege as follows:
24. In the State of Pennsylvania, Intentional interference with contractual relations requires the following elements: "(1) the existence of a contractual relationship; (2) an intent on the part of the defendant to harm the plaintiff by interfering with that contractual relationship; (3) the absence of a privilege or justification for such interference; and (4) damages resulting from the defendant's conduct." *Hennessy v. Santiago*, 708 A.2d 1269, 1278 (Pa. Super. Ct. 1998) (citing *Triffin v. Janssen*, 626 A.2d 571, 574 (1993)). A fundamental requirement of interference with contractual relations is the existence of a contract between the plaintiff and a third party. E.g., *Nix v. Temple Univ. Of Commw. Sys. Of Higher Educ.*, 596 A.2d 1132, 1137 (Pa. Super. Ct. 1991) ("The tort of interference with contract is defined in terms of unprivileged interference with a contract with a third party. Essential to the right of recovery on this theory is the existence of a contractual relationship between plaintiff and a party

other than the defendant.”); Glenn v. Point Park Coll., 272 A.2d 895, 898 (Pa. 1971); see generally RESTATEMENT (SECOND) OF TORTS § 766.

25. Plaintiff argues that

- (I) There was the existence of a contractual relationship between the Plaintiff and with Amazon, prior to the Defendant BMB Matrix LLC offering to boost Plaintiff's sales.
- (II) There was an intent on the part of the defendant BMB Matrix to harm the plaintiff by interfering with that contractual relationship between Plaintiff and Amazon and then between Plaintiff and Ebay respectively. This is evident by the Defendant BMB Matrix's course of conduct in not delivering to Plaintiff's expectations, with the Defendant knowing fully well that both Amazon and EBay closes accounts of individuals for lack of sales activity.
- (III) Plaintiff states that there was no justification for the Defendant BMB Matrix's conduct.
- (IV) Plaintiff suffered damages in the amount of \$70,,000 to \$80,000 in lost projected online sales and further income between the months the Plaintiff's contract with the Defendant began, to the present.

RELIEF SOUGHT

WHEREFORE, the Plaintiff Elaine Rom, hereby requests that the Court grants the following relief, to wit:

- (i) Damages for Breach of Contract in the amount of \$7,000,
- (ii) Damages for the Defendant's tortious interference with the Plaintiff's Contract Relations with Amazon and Ebay in the amount of \$70,000.
- (iii) Costs of suit.
- (iv) Any further damages that this Court is willing to allow.

Plaintiff further seeks a jury trial on all triable issues.

Respectfully Submitted

s/ *Elaine Rom*

Elaine Rom

Plaintiff, pro se

Dated: February 9 2023

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Plaintiff, pro se
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FEB 20 2024
BY: